

Attachment D to Commercial Terms of Service (Enterprise)

Enterprise Internet Service ("EI Service")

Enterprise Internet Service. EI Service provides Internet access service implemented using a hybrid fiber/coax or a fiber access network. Customer interface to the data network is via Ethernet connection. EI Service enables a variety of upstream and downstream rates. If Customer elects to receive EI Service, Spectrum shall provide Internet connectivity to the Customer Service Locations. Spectrum will also supply necessary equipment, which is Spectrum Equipment, at each site that will be capable of receiving the Service specified in the Service Orders.

EI Service, or features of EI Service, may not be available in all service areas. EI Service is "On-Net" if it is provided by Spectrum to Service Locations entirely through the Spectrum Network. Spectrum may, in its discretion, provide Customer with "Off-Net" services to geographic locations that are outside of Spectrum's service area or are not currently connected to the Spectrum Network, through third-party service providers.

Customer's use of the EI Service is subject to the following additional terms and conditions:

1. Internet Service Speeds. Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the bandwidth for the EI Service selected by Customer. However, actual speed, also known as throughput rate, may vary. Many factors affect speed experienced by Customer as outlined in Spectrum's Network Management Practices.

2. Acceptable Use Policy. Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("AUP") found at <https://enterprise.spectrum.com> (or applicable successor URL) and that policy is incorporated by reference into the Service Agreement. Customer represents and warrants that Customer has read the AUP and will be bound by its terms as they may be amended, revised, replaced, supplemented, or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the Spectrum AUP.

3. Static IP Service. Customer may elect to purchase static IP addresses from Spectrum. Delivery of static IP addresses may require additional equipment which Spectrum will supply. If Customer terminates an EI Service for which Customer has also subscribed to Static IP Service, then Customer shall be deemed to have terminated the corresponding Static IP Service and Customer shall pay any applicable Termination Charges in accordance with the Service Agreement.

4. DDoS Protection Services.

(a) This Section only applies if Customer elects to purchase Distributed Denial of Service ("DDoS") Protection Service in conjunction with Spectrum EI Service or another provider's internet access service (in the case of Always On Service as explained below), and Spectrum offers the following DDoS Protection Service options with respect thereto.

- i. **DDoS Protection – Detect and Mitigate.** DDoS Protection - Detect and Mitigate Service is for use with Spectrum's EI Service, Dedicated Fiber Internet ("DFI") Service, or Secure Dedicated Fiber Internet ("SDFI") Service. It enables detection of DDoS Attacks (defined below) and mitigation countermeasures. Spectrum monitors Customer Internet traffic entering the Spectrum Network to detect anomalies symptomatic of a volumetric DDoS attack, as reasonably determined by Spectrum (a "DDoS Attack"). Once a DDoS Attack is identified, countermeasures (including data scrubbing of "dirty traffic") are initiated automatically, unless Customer directs Spectrum otherwise. Customer has access to a self-service portal to review after-event summary information.
- ii. **DDoS Protection - Detect and Mitigate for Enterprise Internet.** DDoS Protection - Detect and Mitigate for Enterprise Internet Service is only for use with Spectrum's EI Service. This service performs in the same manner as DDoS Protection – Detect and Mitigate, but Customer does not have access to a self-service portal. Instead, Spectrum provides summary reports to Customer via email following the end of each DDoS Attack mitigation. In the event Customer experiences (i) more than eleven (11) DDoS Attacks on a particular circuit in a rolling twelve (12) month period, or (ii) more than one (1) DDoS Attack on a particular circuit in a rolling twelve (12) month period that is equal to or greater than ten (10) times the circuit size, then DDoS Protection Service on that circuit will be automatically upgraded to the standard Detect and Mitigate Service described above, at Spectrum's then existing standard rate.

- iii. DDoS Protection – Always On. DDoS Protection – Always On Service is for use with Spectrum's EI Service, DFI Service or SDFI Service, or with another provider's internet access service (provided that Customer has at least one DFI or SDFI circuit with Spectrum). DDoS Protection – Always On Service enables continuous detection and mitigation of DDoS attacks on internet circuits to which it applies. All inbound traffic to Customer's designated IP address block is routed through a DDoS scrubbing center to detect and deploy counter measures against volumetric or application-based DDoS attacks, as reasonably determined by Spectrum.

(b) General; Customer Requirements. DDoS Protection Service and countermeasures are designed to reduce disruption of Customer's legitimate traffic. However, Customer may experience slower Internet traffic speed during a DDoS attack. Spectrum will remove countermeasures and restore normal traffic flow after determination that the DDoS attack has ended. DDoS Protection Services are not available in all locations. DDoS Protection Service is provided on a connection by connection basis and Customer must purchase at least one (1) static IP address for each connection. Spectrum's ability to provide DDoS Protection Service is contingent on (i) Customer providing accurate and timely information to Spectrum, including IP addresses, and (ii) Customer-provided equipment and software being compatible with the DDoS Protection Service as determined by Spectrum in its sole discretion.

(c) Disclaimers. Customer acknowledges and agrees that:

- i. DDoS mitigation only mitigates the effects of certain types of DDoS attacks and is not designed as a comprehensive security solution. When Customer Internet traffic is traveling over the Spectrum Network, Spectrum makes no guarantees that only DDoS attack traffic will be prevented from reaching the destination or that only legitimate traffic will reach Customer.
- ii. Spectrum makes no warranty, express or implied, that: (1) with respect to DDoS Protection Service, all DDoS attacks will be detected; (2) DDoS Protection Service will successfully mitigate the incident, including without limitation if the DDoS attack generates a traffic volume that exceeds the amount of traffic that Spectrum can divert; or (3) the DDoS Protection Services will be uninterrupted or error-free.

(d) Termination. If Customer terminates an EI Service for which Customer has also subscribed to a DDoS Protection Service for any reason other than Spectrum's material, uncured breach, then Customer shall be deemed to have terminated the corresponding DDoS Protection Service and Customer shall pay any applicable Termination Charges in accordance with the Service Agreement.

5. Business WiFi Service. This Section only applies if Customer receives Business WiFi Service. Spectrum's Business WiFi Service is supported by a Spectrum-provided wireless router and is available to certain Customers. Business WiFi Service provides wireless access to the EI Service within the Service Location ("WiFi Network"). Customer must purchase EI Service in order to receive Business WiFi. The Spectrum-provided WiFi router comes programmed with certain default settings and configurations for the WiFi Network. Customer may modify the default settings and configurations on the Spectrum-provided WiFi router, although Spectrum recommends maintaining the default configuration and settings. Customer acknowledges and agrees that the WiFi router provided by Spectrum may be preconfigured to distribute a separate wireless signal that is independent from the WiFi Network. Customer may at any time disable the Spectrum-provided WiFi router from transmitting the separate wireless signal. Spectrum does not guarantee the security of the Spectrum-provided WiFi router or Customer's connection to the EI Service via the WiFi Network. Customer understands and agrees that Customer is solely responsible for the security of its WiFi Network and must enable and use encryption in order to access Spectrum-provided applications. Customer understands that this Service is intended to be used by Customer and its End Users and that Spectrum accepts no liabilities for any third-party usage.

The Spectrum-provided WiFi router will collect and maintain certain information regarding access to and use of the WiFi Network, which information shall include but not be limited to device identifiers, device name, device type, applications and protocols, connections, and traffic flows. Such information will be used by Spectrum to provide the EI Service and support, as well as for Spectrum's internal business analytics regarding use of the EI Service. Customer acknowledges and agrees that Spectrum shall have access to the network name and password associated with the Spectrum-provided WiFi router in order to provide support and diagnostic services. Spectrum reserves the right to modify the WiFi Network name and password for the Spectrum-provided WiFi router in order to safeguard Internet security, the security and privacy of Customer's information, where required by law, or for other good cause to provide, upgrade, and maintain the EI Service, and protect the WiFi Network, other users of the Internet, or our customers and subscribers. Abusive, vulgar, offensive, inappropriate or profane WiFi Network names are prohibited and may be modified in Spectrum's sole discretion. Customer acknowledges that the Spectrum-provided WiFi router is Spectrum Equipment.

6. Invincible WiFi Service.

This section only applies if Customer receives Invincible WiFi Service. Invincible WiFi Service has the same functionality as Business WiFi as described herein, with the added benefit of a WiFi router with integrated cellular backup in the event of an EI Service outage, and an external battery backup for up to 8 hours of Service continuity in the event of a power outage. When Customer's EI Service or power goes down, Invincible WiFi automatically switches to its embedded backup network and/or battery backup, and automatically switches back to primary EI Service and electrical power when restored. The integrated cellular backup includes unlimited data use and 5G connectivity where available, with a maximum data rate of up to 1 Gbps upload and download speeds. However, when Customer's data usage in a billing cycle reaches 100 GB, then Spectrum reserves the right to revise the wireless data rate of such service to a maximum of 30 Mbps and 4G LTE connectivity for the remainder of the billing cycle. All of the terms, conditions, restrictions, and disclaimers referenced in the Business WiFi Service section apply to Invincible WiFi Service. Spectrum reserves the right to downgrade Customer to Business WiFi Service if Customer should use the cellular backup function as its primary internet service in cases where the wired internet connection is not experiencing a service outage. If at the time of installation, cellular service is not available from Spectrum's cellular service provider at a Service Location or is not strong enough to support backup connectivity to the Internet, Spectrum will downgrade Customer to Business WiFi Service at the Service Location, advise Customer, and Customer will have 30 days to cancel the Business WiFi Service without Termination Charges.

The network used to transmit the data services that support the cellular backup is owned and operated by a licensed commercial mobile network operator(s) and not Spectrum (the "Third-Party Network"). Cellular backup may not be available in all Spectrum service areas. Spectrum selects the Third-Party Network from national network operators for each Service Location. Customer acknowledges that (i) cellular backup may be unavailable if the wireless device used in providing cellular backup is not in range of a transmission site; (ii) there are many factors that may impact availability and quality of the cellular backup, including without limitation, network capacity, signal strength, terrain, trees, placement of buildings, environmental conditions, the characteristics of the physical wireless device and any device to which it is attached, government regulations, maintenance, or other activities affecting service operations; (iii) service interruptions may occur as a result of acts of third parties that damage or impair the Third-Party Network or in connection with modifications, upgrades, relocations, repairs or other similar activities conducted by the Third-Party Network operator; and (iv) data delays and omissions may occur. Spectrum does not guarantee any bandwidth specifications and actual Internet upload and download speed, also known as throughput rate, may vary. The Third-Party Network operators may also suspend services from time-to-time. Customer waives all rights and claims against Spectrum and the Third-Party Network operators related to, or as a result of, the unavailability or quality of cellular backup and/or the Third-Party Network.

NO THIRD-PARTY LIABILITY. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE THIRD-PARTY NETWORK OPERATORS OR THEIR AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN SPECTRUM OR ITS LICENSORS AND THE THIRD-PARTY NETWORK OPERATORS. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT: (A) THE THIRD-PARTY NETWORK OPERATORS AND THEIR AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR; (B) DATA TRANSMISSIONS AND MESSAGES MAY BE DELAYED, DELETED OR NOT DELIVERED; (C) THE SERVICE IS A FIXED-LOCATION DATA SERVICE, NOT A VOICE SERVICE, AND 911 OR SIMILAR EMERGENCY CALLS MAY NOT BE COMPLETED; AND (D) THE THIRD-PARTY NETWORK OPERATORS CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CONNECTIVITY SERVICES. CUSTOMER ACKNOWLEDGES AND AGREES THAT EXCEPT AS REQUIRED BY APPLICABLE LAW, IT SHALL ACQUIRE NO PROPRIETARY INTEREST IN THE PHONE NUMBER (MDN) ASSIGNED BY SPECTRUM FOR ITS USE IN CONNECTION WITH THE CELLULAR BACKUP.